

# **MEMORANDUM OF UNDERSTANDING FOR KANSAS CRIMINAL JUSTICE AGENCIES ACCESSING KCJIS PORTAL**

This Memorandum of Understanding (MOU) is for use with all Kansas criminal justice agencies, or governmental non-criminal justice agencies under the management control of a criminal justice agency, which require access to intrastate criminal justice information systems (hereinafter referred to as the User). This access will be provided by and administered by the Kansas Bureau of Investigation (KBI) and the Kansas Highway Patrol (KHP) through the Kansas Criminal Justice Information System (KCJIS).

The KBI and KHP will facilitate User's requests to participate in the information services provided on KCJIS, provided the User agrees to abide by all applicable laws, administrative rules, regulations, policies and/or procedures related to these systems.

KCJIS provides access and participates in various state criminal justice databases and files, which include but are not limited to: Kansas adult and juvenile criminal history record information (CHRI) maintained by the KBI, information provided and maintained by Kansas Department of Corrections (DOC), Kansas Juvenile Justice Authority information (JJA), and Kansas Office of Judicial Administration (OJA); and KCJIS "hot files" such as the Kansas warrants, registered offenders, missing persons, and the "Be On the Lookout" file (BOLO).

The KBI is responsible for establishing and maintaining KCJIS, including the network and related security issues, technical help desk, hardware, software, and interfaces.

The KHP is responsible for approving access to KCJIS, as well as auditing those agencies to ensure compliance to applicable laws, administrative rules, regulations, and KCJIS policies and procedures. The KHP is responsible for training on KCJIS policies and procedures. Training on the proper use and dissemination of other information provided through KCJIS shall remain the responsibility of the agency governing the data.

Final approval of all policies and procedures will rest with the Kansas Criminal Justice Coordinating Council (KCJCC).

User agrees to adhere to the following to ensure continuation of access:

## ADMINISTRATIVE POLICIES

1. Information obtained from KCJIS can only be used for criminal justice purposes in compliance with all applicable laws administrative rules, regulations, policies, and procedures related to these systems. It is the responsibility of the User to ensure access to KCJIS is used for authorized criminal justice purposes only; provide training on proper access, usage and dissemination of data obtained through KCJIS; and document, implement, and enforce agency policies, procedures, sanctions and discipline procedures for misuse of data obtained through KCJIS. Agencies that interface between KCJIS and other criminal justice agencies must abide by all provisions of this agreement. Agencies that access KCJIS by interfacing through other agencies must, likewise, abide by all provisions of this agreement.
  - a) **COMPLIANCE:** Operate the workstation or access device in strict compliance with all applicable KCJIS policies including, but not limited to, policies and procedures relating to:
    - **TIMELINESS:** Use of KCJIS hot files is optional, however, if records are maintained in KCJIS, the records should also be entered, modified, cleared or canceled promptly to ensure system effectiveness.
    - **HOT FILE ENTRIES:** User agencies that maintain a 24-hour, seven day a week operation, will be allowed to make entries into the KCJIS hot files. For non-24 hour operations, a Criminal Justice ORI User Authorization Agreement must be executed with a 24X7X365 User agency in order to handle hit confirmations and unsolicited messages.
    - **QUALITY ASSURANCE:** Appropriate and reasonable quality assurance procedures must be in place to ensure all entries/records in KCJIS hot files are complete, accurate and valid.
    - **VALIDATION:** The User must validate all records that the agency has entered into applicable KCJIS hot files for accuracy and retention. To be in compliance, the User agency must ensure each record is modified to confirm the hot file record is still active and information contained is valid.
    - **HIT CONFIRMATION:** User must comply with KCJIS policies by responding to hit confirmations in a timely manner (within 10 minutes or one-hour, depending upon priority.)
    - **DISSEMINATION:** Information obtained from KCJIS can only be used for criminal justice purposes and only for the purpose for which the request was made. The data maintained in KCJIS is documented criminal justice information, and this information must be protected to ensure correct, legal, and efficient

dissemination and use. The individual receiving a request for KCJIS information must ensure that the person requesting the information is authorized to receive the data. The commercial dissemination of information obtained through KCJIS is prohibited. Copies of CHRI data obtained through KCJIS must be afforded security to prevent any unauthorized access to or use of the data. CHRI records must be maintained in a secure records environment. Such storage of records will be maintained for extended periods only when CHRI records are key elements for the integrity/utility of the case files/criminal records where they are retained. When retention of the CHRI record is no longer required, disposal will be accomplished in a secure manner so as to thoroughly destroy all elements of the records and preclude unauthorized viewing, access, or use.

- i) Any electronic device that uses wireless or radio technology to transmit voice data may be used for the transmission of criminal history record information (CHRI) obtained through KCJIS, when an officer determines that there is an immediate need for the information to further an investigation or there is a situation affecting the safety of an officer or the general public.
  - ii) A facsimile device may be used to transmit hard copy criminal history records provided both agencies involved have valid ORIs, and are authorized to receive criminal history. The transmission of facsimile information must meet the same security considerations as dial-up access including identification and authentication; therefore, telephone notification prior to the transmission shall be initiated to verify the authenticity of the receiving agency.
  - iii) No information obtained through KCJIS can be copied and transmitted via unsecured electronic mail (e-mail).
- **LIABILITY:** User understands that the KBI and KHP, its officers and employees shall not be liable in any claim, demand, action, suit, or proceeding, including but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions, or detrimental reliance of the personnel of the User in entering, removing, or relying upon information in the KCJIS.
  - **CRIMINAL HISTORY RECORDS:** Kansas CHRI is maintained by the KBI. These records shall be used solely for such purposes as provided by Kansas statutes. These include but are not limited to: Kansas Statutes Annotated (KSA) 22-4701 et seq., KSA 38-1608, KSA 38-1618, and Kansas Administrative Regulations (KAR) 10-12-1 et seq., and KAR 10-19-1 et seq. User shall ensure that access to all CHRI furnished, to include documents prepared by the receiver that contain the substance of the CHRI, is restricted to persons directly involved in the professional use for which the CHRI is obtained, and is disseminated only in strict accordance as outlined in this MOU.

2. Unless specifically exempted, each person accessing KCJIS must have a permanently assigned KCJIS access token. Tokens cannot be shared among users.
3. Each person accessing KCJIS shall not leave their workstation or access device logged onto the network while away from the equipment. This may be accomplished by logging off the network or locking the keyboard/access where the employee's password is required.
4. KCJIS will maintain an electronic log of criminal justice information obtained through KCJIS for a minimum of two years. The User must maintain a record of any further (indirect) dissemination of KCJIS information to other authorized criminal justice agencies, including the name of person, the agency's name and ORI, the date of dissemination, and the person to whom the information relates for a period of two years. This log must be made available upon request by authorized KCJIS staff.
5. All KCJIS information shall be securely stored and/or disposed of to prevent unauthorized personnel. This includes fixed storage media, e.g. hard disks, RAM disks, removable media back-up devices, as well as printed documents. Disposal procedures shall include a method sufficient to preclude recognition or reconstruction of the information.
6. Each agency administrator must designate at least one, but up to three, employee(s) to be the terminal agency contact (TAC) for KCJIS related matters. TACs responsibilities include:
  - Coordinate agency's terminal requests, when appropriate.
  - Assign user portal access rights and privileges.
  - Assign and administer agency KCJIS tokens.
  - Maintain agency site/user information in KCJIS.
  - Document training to agency users on proper access, usage, and dissemination of KCJIS data.
  - Act as point of contact regarding compliance issues, security matters and audits conducted by state. Responsible for distributing publications and training materials to affected agency personnel.
  - Responsible for validating agency's records maintained in state hot files.
  - Attend KCJIS-related training.
  - Install or coordinate installation of KCJIS-related software. The TAC may notify the KBI Help Desk, in writing, the name and telephone number of an information technology staff person point of contact (IT POC) who may act on behalf of the agency's TAC and obtain sensitive information in order to download certificates of authority.

**ACKNOWLEDGEMENT:** User hereby acknowledges and agrees to the provisions and responsibilities as set out in this MOU. User further acknowledges that failure to comply with any of these provisions and/or responsibilities may subject its agency to various sanctions; these sanctions may include complete termination of KCJIS access.

**TERMS OF AGREEMENT:** This agreement will remain in force until it is determined by the KBI that a new agreement is required. The signed agreement will remain on file at the KBI. The User agency should initiate the execution of a new agreement when a change of agency administrator or TAC occurs.

DATE:

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AGENCY NAME:

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TELEPHONE NUMBER:

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AGENCY HEAD:

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(Please Print)

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(Signature)

PRIMARY TAC:

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(Please Print)

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(Signature)

SECOND TAC:

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(Please Print)

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(Signature)

THIRD TAC:

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(Please Print)

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(Signature)

Return to: KBI Communications Unit  
1620 SW Tyler  
Topeka, KS 66612-1837  
Fax: 785-296-7154